AN ORDINANCE

An ordinance to grant to ——, its successors and assigns, a franchise to lay, construct, maintain and operate pipes, conduits, conductors and other needed facilities in, through, under and along the public highways, streets, alleys, squares and public grounds within the corporate limits of Appomattox, Virginia, as the same may now exist or may hereafter be extended, for the purpose of operating, maintaining and distributing manufactured, natural or mixed gas and liquified petroleum gas in the Town of Appomattox, Virginia.

BE IT ORDAINED BY THE COUNCIL OF APPOMATTOX, VIRGINIA:

SECTION 1. That the right is hereby granted unto —— —— hereinafter referred to as the "Grantee" its successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, to lay, install and run pipes, conduits, conductors and other needed facilities in, through, under and along the public streets, alleys, highways, squares and public grounds in the Town of Appomattox, Virginia, and to make suitable connections thereto, and to do and perform all things necessary for and incident to the construction, operation and maintenance of a gas works and distribution system for the purpose of supplying manufactured, natural or mixed gas and liquified petroleum gas for power and heat to the Town of Appomattox and the inhabitants thereof upon such terms and at such rates as may, from time to time, be prescribed or authorized by the regulatory authorities having jurisdiction thereof.

SECTION 2. The materials to be used and the manner of construction to be followed under this franchise shall be as specified in Section 8 of American Standard Code for Pressure Piping (ASA B31.1 1965) as revised from time to time.

SECTION 3. The location and laying of all pipes or mains, the placing of manholes and conduits, and the location of any other permanent equipment or appliances of any kind under this franchise shall be subject to the approval of the Mayor or such committee or city official as the Mayor may from time to time designate, and when plans showing the location or relocation of such pipes, mains, manholes, connections, meters, or other equipment or appliances have been submitted to and approved by said designated committee or official, they shall be effective and binding to the same extent as if they were set out fully and at length in this ordinance.

SECTION 4. Whenever any of the pipes, mains, manholes, or other structures of the Grantee shall prove to be in the way of public street improvements or sidewalks, actually being constructed in the Town, whether such improvements be new or in the nature of changing any location of or repairing existing streets, sidewalks, alleys, or other public grounds in the Town as may impede the progress of such improvements, and upon the failure of the Grantee so to do, the Town Council may, after ten days' notice in writing to the Grantee, itself make such necessary changes in the works of the Grantee at the cost and expense of the Grantee. All work done under this ordinance shall be done in such a manner as not needlessly to interfere with or impede free and proper use of the streets and alleys by the public, nor obstruct the travel thereof.

SECTION 5. The work to be done under this ordinance shall be done in such a manner as not to damage any other underground construction of any other public service corporation holding a franchise from the Town or any construction performed by the Town itself, or by the State Highway Department, or unnecessarily to interfere with the making of connection by the Town or by the citizens thereof with water or sewerage pipes which may now or hereafter be laid or constructed by the Town or by any other public service corporation holding a franchise from the Town.

SECTION 6. After constructing, laying, relaying, renewing, repairing or replacing any of the mains, pipes, conduits or other appurtenances under this ordinance, the grantee shall, at its own cost, promptly replace, relay, repair and restore, in as near as possible to the original condition of the same, all streets, sidewalks, alleys, highways, squares or public grounds disturbed or damaged in the construction, repairing or replacement of the work authorized under this franchise and the grantee shall, at its own expense, promptly relay, replace and restore any subsequent or latent defects existing as a result of any work authorized to be done under this franchise, and upon failing to do so after seven (7) days notice in writing shall have been given by the Town Manager, or Mayor, the Town may repiace, relay or restore the portions of the streets, sidewalks, or alleys that may have been so damaged or disturbed and collect the costs and expenses incurred from the Grantee.

SECTION 7. By the acceptance of this franchise the grantee hereby agrees to indemnify and save harmless the Town of Appomattox from all loss, costs, damages and expenses to which the Town may be subjected from any damage to person or property for which the Town may be held liable on account of any act or omission by the grantee, its successors or assigns, or the employees of any of them in and about the installing, repairing and maintenance of the gas works, mains and gas lines and all guards, trenches or excavations while the said gas works, mains and gas lines are being installed or at any subsequent time extended, or while repairs or alternations are being made thereto at any time in the future or on account of or by reason of any work done under this franchise or in consequence of the operation of the Grantee, and in the event that suit shall be brought against the Town of Appomattox whether independently or jointly with the grantee, on account thereof, the grantee, upon notice to it by the Town, will defend the Town in any such suit at the cost of the grantee and in the event of a final judgment being obtained against the Town of Appomattox, either independently or jointly with the grantee, the grantee will pay such judgment with all costs, and hold the Town harmless therefrom; but nothing herein contained shall be construed to render the grantee liable for the negligence of the Town of Appomattox, its agents or employees or of any other person or corporation. The grantee, its successors and assigns shall at all times carry liability insurance with an underwriter and in an amount approved by the Town Manager or Mayor.

SECTION 8. The rights and privileges herein set forth are granted and conferred upon the grantee upon the express condition and understanding on the part of the grantee, that it will render to the public in the Town of Appomattox during the term of this ordinance, an efficient gas service as reasonable rates and that it will maintain its properties, mains and pipe lines located within the Town of Appomattox in good order throughout the term of this grant, except when temporarily prevented by causes beyond its control, and the grantee by its acceptance of this ordinance expressly agrees that the State Corporation Commission shall have jurisdiction to the full extent, and in the manner now or hereafter during the life of this ordinance, provided by law for the regulation of a public utility.

SECTION 9. The Grantee, its successors and assigns, shall lay its service pipes from its mains to the curb line and/or the consumer's outer property line at its own expense, and shall furnish and install necessary curb boxes and meters without expense to the consumer; from the curb line and/or the consumer's outer property line and the consumer shall have the right to select a licensed master plumber to lay and install his fixtures, at the consumer's risk and expense, subject to the Grantee's right of inspection.

SECTION 10. The Grantee shall, subject to the orders of the regulatory bodies having jurisdiction, make service connections for supplying gas for heat, power, fuel and other practical uses and purposes at any point within the corporate limits of the Town upon the proper application therefor in accordance with the standard terms and conditions of the company in effect at the time such application is made.

SECTION 11. The franchise, rights and privileges granted by this ordinance shall extend for a period of thirty (30) years from and after final passage of this ordinance unless the same be sooner voluntarily surrendered by the grantee with the consent of the Council of the Town of Appomattox or unless the same be sooner forfeited as provided by law or unless the Grantee has not commenced service within 2 years from the date of acceptance of this franchise by the Grantee.

SECTION 12. It is expressly understood that nothing to be granted in the franchise under this ordinance shall be construed as granting or attempting to grant to the grantee, its successors or assigns, the exclusive right to use the public streets and highways of the Town of Appomattox.

SECTION 13. That upon the approval of this ordinance by the Mayor of the Town of Appomattox, it shall be the duty of the Mayor to cause to be advertised once a week for four successive weeks, in some newspaper of general circulation in the Town of Appomattox, Virginia, the draft of the ordinance contained in the foregoing sections, and in addition he shall, by such advertisement, invite bids for the privilege and rights proposed to be granted by the said ordinance, which bids shall be in writing and shall be delivered to the presiding officer of the Council of the Town of Appomattox, in open session at the day and hour of the next regular meeting of the said body to be held next after such advertisement is completed, which bids shall then be presented to the Council by the said presiding officer to be dealt with and acted upon in the manner prescribed by law for franchise grants. Said advertisement shall expressly reserve the right to reject any and all bids.

This Ordinance shall be in force from its passage.

I, C. J. Hunter, Clerk of the Council of the Town of Appomattox and as such the keeper of its official records, do hereby certify that the foregoing document is a true and correct copy of an Ordinance adopted by the Council of the Town of Appomattox, Virginia, at its regular meeting on the 19 day of March, 1957.

Given under my hand this 20th day of March, 1957.

C. J. Hunter, Clerk of the Council of the Town of Appomattox, Virginia.

Approved this 20 day of March, 1957.

Richard D. Robinson, Mayor of the Town of Appomattox, Virginia.

(5-9-4tc)

NEW BOOK IN THE COUNTY LIBRARY

"The Sprig of Hemlock, by Robert Muir.

This is a story of men pushed to the limits of their endurance, beside themselves with worry and debt. It is the story of a group of Massachusetts farmers who, in 1896 had won liberty from the tyranny of a king, but had not yet forged for themselves the tools of self government. Taxes and debts threatened to wipe them out so they took the only kind of action they knew against oppressive authority— armed rebellion. At first, bewildered and desperate, they merely begged for the time to pay their debts without being thrown into prison, but soon hot words demanded action. Looking back, their leader, Daniel Shays, could not quite remember how it started nor why it grew; looking ahead, he did not know where it would end. Mai-

contents, drift- scoundrels, Jas- to become Ra- the sprig of h-

WAITS Lon- now.

McCook, Na- taxis for 42 - more than $5,- H. Russell, sen- employee, decl- to drive an ambu-

March chair- per cent below-

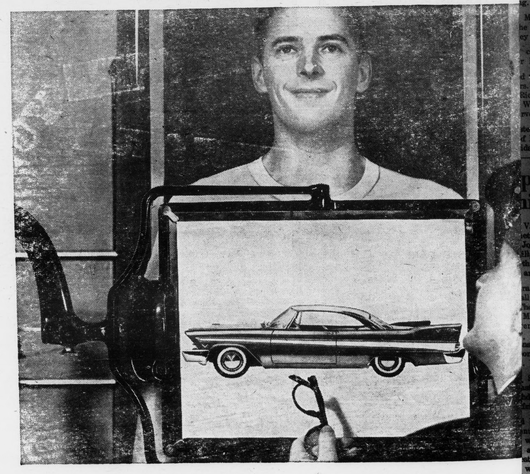
Great Lesson

Mr. Tobacco Farmer

1. INSURE the INVESTMENT you make when you grow a crop of tobacco.
2. INSURE against loss due to drought, flood, hail, wind, frost, freeze, lightning, fire, excessive rain, snow, wildlife, hurrican, tornado, insect infestation, plant disease, and pole burn.
3. INSURE NOW with the Federal Crop Insurance Corporation.

Stuart Farrar, Agent

Pamplin, Va. — Telephone 4830



"You're perfectly normal, son! You've got

PLYMOUTH FEVER

...it's catching and it's wonde

It's bustin' out all over—the happiest lovesickness ever: Plymouth Fever!

The symptoms? An urge to get out on the highway. An uncontrollable desire for fun and freedom. A longing to own the best.

The cause? That wonderful, three-years-ahead Plymouth styling. That thrilling Plymouth power. That velvety Plymouth Torsion-Aire Ride.

The *cure?* A wonderful Plymouth of your own to take whenever the symptoms get out of hand.

Test-drive a Plymouth today. Then compare it with the "other two"... and you'll see why thous Plymouth Fever every day—and love it!

℞ Get yourself a *Plymouth*

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Formerly: FARM BUREAU INSURANCE

6.- The weather is

Mrs. Leroy Richardson Mrs. Joseph Darden guests in several homes

dson was in Roanoke

Garrett, of Ever- few days last week ghter, Mrs. Toby Inge, the revival meeting

herson was on the sick days last week.

Mrs. Henry Dickerson, spent a few days here ch relatives.

Dunkley spent the Mrs. D. R. Inge.

Mitchell, of Appo- t her parents, Mr. and Ranson Sunday.

h here attended the Sunday at Old Ap- st House on Sunday.

moon quite a few 4-H s went to the Liberty h to observe the 4-H Sunday at 2:30. Stewart delivered the

s sorry to hear that Mrs. of Pamplin fell and rm last week.

r's Conference and W. utive Board meeting Rocks Church today.

6.- "Be not conformed , but be ye transformed wing of your mind that s that which is good and and perfect will of God. 2:2.

Mrs. Charles Addington C. Harvey attended the sionary meeting at Chest- n Friday.

Webb spent Thursday home of Mr. and Mrs. ay.

. Harvey spent Wednes- pomattox visiting relatives ay.

Mrs. Charles Addington the home of Mr. and Mrs. ey on Friday.

enjoyed having cool e day.

d visitors in the home of s. T. C. Harvey were Mr. Richard Carson, Mr. and Watson and Mr. and Mrs. ey and children.

. B. Harvey visited in f Mr. and Mrs. T. C. Har- ing.

splin nity

Va., May 7.- Mr. and eth Anderson and Mr. John Anderson and son, USN, N. C., spent the week- the Rev. and Mrs. J. H. and family.

n Davis had the misfor- ll Wednesday and broke hoe when visited her Sun- Mr. and Mrs. J. S. Davis n of Portsmouth, Va.; Davis, of Wilson; Mrs. ers, and Mr. and Mrs. n, of Rocks, and Mr. and Williams and family.

S. Cumby celebrated her on Wednesday, with a sur- party given to her

Mrs. Jesse Milliner, who ently moved to Richmond, weekend with her par- and Mrs. Robert Tolley. ts in this home for the were Mrs. Lester Price ter, Dayle, Mr. and Mrs. y and children, all of

M. Southall and Mrs. H. son spent Saturday in

by Clark and granddaugh- n Ann attended the Apple Festival in Winchester last

visitors in the home of Mr. Robert Fore were Mrs. C. , of Lynchburg, and Mrs. n and son, Mr. E. S. Mann, sburg; Mr. and Mrs. Cliff- vener and children, Bon- David, Anita, Jean, Helen ke, of Staunton, Va., and Mrs. G. C. Maxwell.

Mrs. Herbert Greene, of visited her mother, Mrs. lover Sunday.

. S. Cumby visited Mr. and ond Cumby and family nday.

Mr. and Mrs. Garland Dowdy and baby, of Farmville visited Mr. and Mrs. Embry Davis and family Sunday.

Mrs. O. C. Paulette and Mrs. Ryland Staples, of Evergreen visited Mrs. L. M. Southall recently.

Mrs. F. B. Fitzgerald is visiting relatives in Norfolk.

Mr. and Mrs. Luther Nash and Miss Jana Nash were Sunday guests of Mr. and Mrs. Thurman Wayne.

Mr. and Mrs. Lloyd Inge, of Wilson spent the week-end with relatives here.

Mrs. Bessie Mattox spent Monday in Lynchburg.

Mr. and Mrs. T. E. Caldwell, of Lynchburg spent the week-end with relatives here.

Mr. W. J. Tolley has returned from the hospital and is improving fine at this writing.

Evergreen

Evergreen, May 7.- A number from here attended the associational executive meeting Monday at Rocks Church.

The Rev. and Mrs. J. E. Greene and family spent several days last week at Waynesville, N. C. visiting relatives.

Mrs. R. E. Harris was called to Roanoke Sunday due to the death of her aunt. Mr. R. E. Harris, Mr. and Mrs. Edward Shorter, and Mr. and Mrs. Jimmy Harris also went with her.

Little Patsy Seay is on the sick list. Hope she will soon be able to come back to school.

Mr. and Mrs. J. C. Staples visited Mrs. Sam White and family in Lynchburg on Monday.

Mr. and Mrs. J. H. Fleshman, of Lynchburg spent the week-end with his mother, Mrs. Eula Fleshman.

Mr. and Mrs. James Paulette are the proud parents of a girl, born Friday at a hospital in Lynchburg. Also Mr. and Mrs. Buster Austin are the proud parents of a son, born Friday at a hospital in Lynchburg.

Mr. and Mrs. Leon Paulette and son visited Mr. and Mrs. Ronald Paulette Sunday.

Mr. and Mrs. Stewart Paulette and Mrs. Clara Garrett spent Sunday at Richmond visiting relatives.

A number from here attended Appomattox County Day Sunday.

Those who visited Mrs. W. B. Thomas Sunday were Mrs. Sam Anderson, Miss Ida Harvey, Mr. and Mrs. Hall Driskill.

Mrs. J. L. Griffith, of Richmond, spent Sunday with her parents, Mr. and Mrs. G. W. Glover.

Misses Dorothy Ann Paulette, Shirley Colen, and Doris Newman, of Lynchburg spent the week-end with Mr. and Mrs. W. C. Paulette.

Mr. and Mrs. W. C. Garrett visited relatives at Lynchburg and Roanoke Sunday.

Mr. and Mrs. Owen Henderson and family visited relatives at Richmond Sunday.

BOAT LANDING ON JAMES RIVER

Good news for hunters and anglers is that ground has been broken in Powhatan County for an access road to the James River. An autoombile parking lot has also been provided. Chester Phelps, the chief of the Game Commission of the Commission of Game and Inland Fisheries, reports that the contract for building the landing site has been given to the lowest bidderfl Payne and Oliver Construction Company, of Scottsville. The property is about 12 miles from the Huguenot Bridge, and formerly belonged to the Kennon estate.

Phelps hopes that construction can be completed in six weeks.

ABANDONED BOATS ARE A MENACE

Dan Canther, Special Services officer of the Commission of Game and Inland Fisheries, was alarmed this week of the danger of abandoned boats. He said that sportsmen living near lakes, streams or gravel pits should take the initiative in destroying "junk boats."

These boats, most of them being unsafe, offer a tempting adventure to young children playing along water courses or lakes.

Many of the craft have been left each year to decay on the banks by waterfowl shooters or fishermen. It is up to the owner himself, Cantner said, to take the precaution of destroying these potential traps and avert a tragedy.

DEGREES FOR ALL

Mount Pleasant, Mich.- Oliver C. Porter, of Standish, was graduated in February with a degree in Engish from Central Michigan College. His football player son, Oliver, will be graduated in June with a mathematics degree, while Mrs. Porter will get her sheepskin at the end of the summer term.

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LIVE BETTER ELECTRICALLY

FROM SOUTHSIDE ELECTRIC COOPERATIVE

TWO REASONS

Why This Is The Key To Thrift!

YOU CAN COOK and HEAT WATER CHEAPER WITH ELECTRICITY

YOU CAN BE COOLER This Summer And Have More Leisure Time Too!

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2 FREE Installations During MAY

To Help You Start "Living Better Electrically"

TODAY'S BEST BUYS

ARE AT YOUR DEALER!

New Features . . . New Look . . . New Convenience!

In the many models of Ranges and Water Heaters . . . Easy term budget plans.

WHY WAIT?

WHEN YOU CAN SAVE MUCH MORE BY CONVERTING TO ELECTRIC COOKING NOW. This is the last chance to take advantage of the specfil promotion offered by your cooperative in cooperation with your local dealer.

THIS FREE INSTALLATION OFFER WHICH INCLUDES ALL COSTS OF MATERIALS AND LABOR ON YOUR RANGE INSTALLATION.

ENDS FRIDAY, MAY 31

Free Bonus Offer!

WE WILL ALSO INSTALL YOUR NEW ELECTRIC WATER HEATER FOR YOU

Now is the time to see your local dealer for this wonderful FREE OFFER

NO MORE MESSY, DANGEROUS FIRES TO BUILD . . . NO MORE WAITING FOR HOT WATER . . . LESS CHORES, MORE LEISURE

DECIDE FOR YOURSELF

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Don't Wait! Check with your Dealer Now! He Knows About This Free Plan!

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CREWE, VIRGINIA